

CAUSE NO. 17-287611-16

GHRIST LAW FIRM, PLLC, AND IAN
GHRIST

Plaintiffs,

V.

J. MICHAEL FERGUSON, P.C., J.
MICHAEL FERGUSON, ANSON
FINANCIAL, INC., AND MBH REAL
ESTATE, LLC
Defendants / Counter-Claimants

§ IN THE DISTRICT COURT OF
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§ 17th JUDICIAL DISTRICT
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§ TARRANT COUNTY, TEXAS

JUDGMENT

On April 10, 2018, the jury in this matter was duly accepted, impaneled, and sworn. All parties appeared in person, and through their attorneys of record, and announced that they were ready for trial. Having previously been demanded, a jury consisting of twelve good and lawful jurors was duly empaneled and the case proceeded to trial. At the conclusion of the evidence, the Court submitted the questions of fact in the case to the jury. The Charge of the Court, including the questions, was read to the jury and the verdict of the jury is incorporated herein the same as if set forth at length. The Court shall take judicial notice of all filings in this cause.

CLAIMS AGAINST IAN GHRIST AND GHRIST LAW FIRM, PLLC

On April 20, 2018 the jury issued its verdict after hearing evidence, arguments of counsel, the Court's instructions, and questions to be answered. Plaintiffs Ian Ghrist and Ghrist Law Firm, PLLC filed a motion to disregard the jury's answers to Questions 6, 27, 31, 41 and 42. Plaintiffs' requests to disregard the jury's findings are denied.

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It is further ORDERED, ADJUDGED and DECREED that Defendants'/Counter-Plaintiffs' Motions for Judgment Non-Obstante Verdicto are granted or denied as reflected in the Court's separate Orders for such Motions unless otherwise specified herein.

PLAINTIFFS CLAIMS AGAINST DEFENDANTS

Accordingly, Plaintiffs, are prevailing parties, have elected to recover based on the jury's answers to Questions 1, 2, 5(a), 7, 8, 9, 10, 12, 13, 14, 15, 16, 18(b), 21 and 45 and 46 as the primary basis for the judgment herein entered. The Court hereby renders judgment for Ian Ghrist and the Ghrist Law Firm, PLLC based on the jury's verdict.

Pursuant to the findings of fact by the jury, the Court finds:

1. that J. Michael Ferguson, P.C. materially breached and failed to comply with the separation agreement entered into with Ian Ghrist and the Ghrist Law Firm, PLLC;
2. that Ian Ghrist and Ghrist Law Firm, PLLC materially breached and failed to comply with the Separation Agreement entered into with J. Michael Ferguson, P.C.;
3. that J. Michael Ferguson, P.C., J. Michael Ferguson and Anson Financial, Inc. had a fiduciary relationship with Ian Ghrist and Ghrist Law Firm, PLLC and failed to comply with the fiduciary duties owed to Ian Ghrist and Ghrist Law Firm, PLLC;
4. that J. Michael Ferguson, P.C. and J. Michael Ferguson entered into a joint venture with Ian Ghrist and Ghrist Law Firm, PLLC;
5. that J. Michael Ferguson, P.C., J. Michael Ferguson, and Anson Financial, Inc. committed fraud; and
6. that J. Michael Ferguson, P.C., J. Michael Ferguson, MBH Real Estate LLC, and Anson Financial, Inc. committed conversion of the property of Ian Ghrist and the Ghrist Law Firm, PLLC.



In the Plaintiffs' Motion to Enter Judgment, the Plaintiffs' acknowledged the Defendants' rights to certain offsets/setoffs that were undisputed at trial. Specifically, the Plaintiffs acknowledged that under the Rule 11 Agreement announced into the record in this cause on January 4th, 2017, the parties agreed that the Defendants' would have an offset/setoff in the amount of \$5,000.00 from the final judgment entered in this case. The Plaintiffs' further acknowledged at trial that, on Page 1 of Plaintiffs' Exhibit 15 (Brandon Lim's Report), the line item titled "Mineral Income" should have been reduced to 13.33% of the \$6,371.23 amount listed, *i.e.*, \$849.28. Accordingly, the line on the same page entitled "Net Cash Balance Owed to Ghrist" should have been reduced by \$5,521.95 to \$101,605.19. This Court finds that the jury awarded the Plaintiffs' \$104,700.83 for loss of the benefit of the bargain sustained in the past. The Court finds that the Plaintiffs' only requested and proved damages for loss of the benefit of the bargain sustained in the past in the amount of \$96,605.19 because Plaintiffs' Exhibit 15 (Brandon Lim's Report) shows the "Net Cash Balance Owed to Ghrist" to be \$107,127.11, however, the Plaintiffs have acknowledged the Defendants' entitlement to \$10,521.95 in offsets/setoffs from the \$107,127.11 damages number from Mr. Lim's report. Because the jury awarded \$104,700.83, which sum consisted of \$8,095.64 more than Plaintiffs' requested and proved at trial, the Court adjusts the jury's award to the Plaintiffs for loss of the benefit of the bargain sustained in the past to account for the foregoing offsets/setoffs. The Court reduced the jury's award for conversion and for loss of the benefit of the bargain that, in reasonable probability, will be sustained in the future by \$15,655.20.

The Court has found that because Defendants breached first, Plaintiffs' future performance is excused.



The total sum of monetary damages awarded by the jury to Ian Ghrist and Ghrist Law Firm, PLLC against J. Michael Ferguson, P.C. is \$220,114.47 which includes the following elements of damages:

(1) Loss of the Benefit of the Bargain in the Past: \$ 96,605.16
(2) Loss of the Benefit of the Bargain in the Future: \$115,981.52
(3) Disgorgement: \$ 7,528.09
Total: \$220,114.47

The total sum awarded by the jury to Ian Ghrist and Ghrist Law Firm, PLLC against Anson Financial, Inc. is \$220,114.47 which includes the following elements of damages:

(1) Loss of the Benefit of the Bargain in the Past: \$ 96,605.16
(2) Loss of the Benefit of the Bargain in the Future: \$115,981.52
(3) Disgorgement: \$ 7,528.09
Total: \$220,114.47

The total sum awarded by the jury to Ian Ghrist and Ghrist Law Firm, PLLC against MBH Real Estate, LLC is \$212,586.68 which includes the following elements of damages:

(1) Loss of the Benefit of the Bargain in the Past: \$96,605.16
(2) Loss of the Benefit of the Bargain in the Future: \$115,981.52
Total: \$212,586.68

The total sum awarded by the jury to Ian Ghrist and Ghrist Law Firm, PLLC against J. Michael Ferguson is \$212,586.68 which includes the following elements of damages:

(1) Loss of the Benefit of the Bargain in the Past: \$ 96,605.16



(2) Loss of the Benefit of the Bargain in the Future: \$115,981.52

Total: \$212,586.68

The foregoing awards are not cumulative. The Plaintiffs are entitled to a single recovery of not more than \$220,114.47 in total actual damages, not counting pre or post judgment interest, from all Defendants.

The Court further finds that J. Michael Ferguson, P.C. is entitled to damages in the amount of ONE THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-TWO CENTS (\$1,841.22) from Question 6 in the Charge of the Court and said amount shall be deducted from the amounts awarded in the judgment because of the offset or setoff as permitted by law.

Upon payment in full of this Judgment from any source, all Defendants are entitled to be released from this Judgment.

The parties have stipulated that \$56,975.11 has been deposited into Caleb Moore's trust account by the Defendants pursuant to the Rule 11 Agreement dated 01/04/2017.

In addition to the \$56,975.11 sum that has been deposited into Caleb Moore's trust account, Defendants have paid \$7,189.55 into the registry of the Court. The Court finds that Plaintiffs are not entitled to recover prejudgment interest on the \$64,164.66 sum deposited into Caleb Moore's trust account or the registry of the Court.

But for Defendants payments of \$64,164.66 in trust under the Rule 11 Agreements, the prejudgment interest award to Plaintiffs would have been SIX THOUSAND FOURTEEN DOLLARS AND NINTY-ONE CENTS (\$6,014.91). However, because of the payments under the Rule 11 Agreement, the amount of prejudgment interest awarded to Plaintiffs is reduced by the



sum of TWO THOUSAND FOUR HUNDRED FIFTY-TWO DOLLARS AND TWENTY-TWO CENTS (\$2,452.22).

It is therefore ORDERED, ADJUDGED and DECREED that Plaintiffs are entitled to recover the sum of THREE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND SIXTY-NINE CENTS (\$3,562.69) in pre-judgment interest on the award of loss of the benefit of the bargain damages in the past awarded against J. Michael Ferguson, P.C., Anson Financial, Inc. and MBH Real Estate, LLC.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiffs Ian Ghrist and Ghrist Law Firm PLLC SHALL recover from J. Michael Ferguson, P.C. on its claim of Breach of the Separation Agreement contract and to recover its reasonable and necessary attorney's fees related to such breach including:

1. \$119,000.00 for preparation and for trial;
2. \$70,000.00 in the event of an appeal to the Court of Appeals;
3. \$30,000.00 for Application for Writ of Error to the Texas Supreme Court; and
4. \$30,000.00 for briefing on the merits to the Texas Supreme Court.

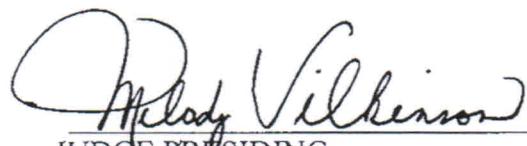
The Court HEREBY GRANTS post-judgment interest at the statutory rate of 5.00% *per annum* as published by the Texas Office of Consumer Credit Commissioner to the Plaintiffs on all monetary damages awarded in this judgment.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiffs Ian Ghrist and Ghrist Law Firm PLLC SHALL recover taxable court costs from J. Michael Ferguson P.C., J. Michael Ferguson, Anson Financial, Inc., and MBH Real Estate LLC, Defendants herein, jointly and severally.



This judgment disposes of all claims of all parties and is final and appealable. All relief not granted herein is denied.

SIGNED on this the 9th day of October, 2018.



JUDGE PRESIDING



A CERTIFIED COPY
ATTEST: 5/19/2021
THOMAS A. WILDER
DISTRICT CLERK
TARRANT COUNTY, TEXAS
BY: Chloe K Garcia